



August 26, 2021

Questions and Answers Report



Mayor Steve Adler

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member Sabino "Pio" Renteria, District 3

Council Member Gregorio Casar, District 4

Council Member Ann Kitchen, District 5

Council Member Mackenzie Kelly, District 6

Council Member Leslie Pool, District 7

Council Member Paige Ellis, District 8

Council Member Kathie Tovo, District 9

Council Member Alison Alter, District 10

The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

AHFC Item #3: Authorize the negotiation and execution of a loan agreement and related documents with 1905 Keilbar, LLC, or an affiliated entity, in an amount not to exceed \$1,840,000 for an ownership development to be known as Keilbar Lane located at or near 1903 and 1905 Keilbar Lane.

COUNCIL MEMBER KELLY'S OFFICE

1) *What are the property tax implications of these units once sold?*

The units subsidized through the Ownership Housing Development Assistance (OHDA) program will carry the Austin Housing Finance Corporation (AHFC) Restrictive Covenant, which requires any resale be made to an income-eligible buyer, sets a limit on the amount of equity the current owner may collect from a resale, and provides a right of first refusal for a resale held by AHFC. This Restrictive Covenant is recognized by Travis Central Appraisal District, which assesses the property at a reduced amount. The restricted appraisal results in reduced property taxes for income-eligible homeowners.

AHFC Item #7: Authorize negotiation and execution of a loan agreement and related documents with Foundation Communities, Inc., or an affiliated entity, in an amount not to exceed \$16,131,500 for the acquisition of a hotel to convert to 120 units of permanent supportive housing for individuals exiting homelessness to be known as Balcones Terrace, located at 10024 North Capital of Texas Highway North.

COUNCIL MEMBER KELLY'S OFFICE

1) *What is the history of this property?*

The subject property is currently a 127-room extended stay hotel located at 10024 N. Capital of Texas Highway, Austin, Travis County, Texas. The subject property was developed in 2000 and is situated on 3.356 acres of land. The property consists of two, four-story hotel buildings. The property currently operates as a Towne Place Suites. Current uses of adjoining properties include multifamily, hotel, commercial, and undeveloped land.

Item #2: Authorize negotiation and execution of an amendment to the interlocal agreement with Travis County for water line relocation and adjustments on Elroy Road between McAngus Road and Kellam Road for design and construction costs in the amount of \$220,375.67, for a total contract not to exceed \$416,762.67.

COUNCIL MEMBER FUENTES'S OFFICE

1) *How does this water line relocation fit in with the needs identified by COTA?*

Austin Water's water line relocation was required due to Travis County's road widening project and was not related to any water related needs identified by COTA. It is further noted that as with all projects, we did review the relocation with any overall Austin Water systems improvements, and none were required for COTA.

2) *What is the construction timeline?*

Austin Water's portion of the relocation will be completed by the end of August 2021 and Travis County's roadway widening is currently scheduled for completion by the end of October 2021.

Item #5: Authorize award and execution of a construction contract with PGC General Contractors, LLC, for the Facilities - Emergency and Lift Station Indefinite Delivery/Indefinite Quantity contract in the amount of \$4,000,000 for an initial one-year term, with two, one-year extension options of \$4,000,000 each for a total contract amount not to exceed \$12,000,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 7.19% MBE and 1.48% WBE participation.]

COUNCIL MEMBER KELLY'S OFFICE

1) *Can we see a copy of the last agreement?*

This RCA will provide for the third Facilities and Force Main IDIQ contract. The first two contracts were for the time periods of:

1. 2014-2017
2. 2017-2020 –  [Link to Contract](#)

Item #6: Authorize award and execution of a construction contract with DeNucci Constructors LLC, for the Meadow Lake Blvd. Street Extension project in the amount of \$2,499,981.60 plus a \$249,998.16 contingency, for a total contract amount not to exceed \$2,749,979.76. [Note: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 10.16% MBE and 1.28% WBE participation.]

COUNCIL MEMBER FUENTES'S OFFICE

1) *What is the timeline for the construction of the Meadow Lake Blvd expansion?*

Target Notice-To-Proceed (NTP) is 10/25/2021 with a contract construction duration of one year.

2) *How are residents on Meadow Lake Blvd being notified about the construction and timeline?*

City staff met with residents during the design phase to review the project design and answer questions from the community. Additionally, we met with Habitat for Humanity and Council District 2 office on several occasions to update project progress and coordinate construction access for the Habitat for Humanity project. Public Works' Public Affairs Office is preparing a resident notification letter and will offer a "meet the contractor" event prior to the start of construction. The exact date, time, and venue of the meeting is pending the Council action on the award of the Contract because we need the Contractor's participation in the meeting and cannot do so until the contract has been awarded. The meeting will take place at least 30 days prior to breaking ground.

3) *Is there a project map available that shows the planned sidewalk, bike lane, and roadway connection improvements?*

Please see attached plan sheets. There is no single page that will show all the information requested in detail. However, these pages provide an overview of the sidewalks, bike lanes, and roadway connections.

Item #8: Authorize negotiation and execution of a U.S. Department of Housing and Urban Development Section 108 Family Business Loan with Salvadanaio LLC for purchase of Asti Trattoria and related assets of a business located at 408 E. 43rd Street, Suite C, Austin, Texas 78751, in an amount not to exceed \$232,000.00.

COUNCIL MEMBER FUENTES'S OFFICE

1) *Who are the members of the FBLP Loan Review committee? How often do they meet?*

Rosie Truelove – Director Housing and Planning
Edward Campos – Director Small Minority Business Resources
Angela Means – Assistant Director, Development Services
Maria Stuart – Deputy Controller, Finance Department
"Interim" Julian Perez or Casey Ubias, Contract Compliance, Economic Development Department until vacant lending program manager hired and Small Business Division Manager can assume committee role.

A standing meeting is scheduled for the second week of each month, subject to an application for consideration.

2) *How is the Family Business Loan promoted in the community?*

Pre-March 2020 (Covid) program was marketed via several in-person channels including direct marketing i.e. neighborhood walks, Austin Energy mailers, promotion to local trade organizing including Multi-ethnic Chamber Alliance (MECA including, LBGT Chamber, Black Chamber, Hispanic Chamber and Asian Chambers of Commerce), Greater Austin Merchants Cooperative Association (GAMA) and Austin Regional Manufacturers Association (ARMA). These efforts have either been temporarily suspended or taken to an online platform when possible in accordance with the recommendations for local health authorities to prevent the spread of COVID 19.

Current Marketing Efforts:

- **Small Business Division BizAid Orientation** a class offered at no cost to new and existing business owners seeking to learn more about all the City of Austin Small business Division services and resources available to them.
- **Economic Development Newsletter (monthly)** - available to business owners that opt-in to receive the updates and information about various EDD events and initiatives.
- **Travis County DBA - direct mailer** (postcard) is planned for the last quarter of 2021 targeted to recently filed DBAs. Effort to reach small business owners without access to digital media platforms such as email, and internet.

Follow up question: How much would it cost to expand the mailer target list to all registered DBAs?

Pending- Potentially to be answered by COB Friday August 27th as Trais County is unable to provide a definitive response on the total number of DBA.

- **Prior Customer Referrals / Local bank and non-profit Partnerships** - As a public-private partnership the Family Business Loan Program works with private and non-profit lenders to created syndicated loans structures. These partners are an excellent source of qualified applicants that meet both City and non-city lending requirements.

3) *How much funds do we have left in this program?*

Based on a July 2021 reporting remaining funding totaled approx. \$ 5.1 million How many loans and to whom have we awarded loans to with this program?

4) *How many loans and to whom have we awarded loans to with this program?*

23 loans have been funded totaling \$5,337,566, full list of funded companies is available at the link below; data set includes term of the loan repayment and job creation commitment in accordance with the U.S. Department of Housing and Urban Development approved guidelines.

<https://data.austintexas.gov/City-Government/Economic-Development-Compliance-Family-Business-Lo/7neq-k7nf/data>

Item #11: Authorize execution of an interlocal agreement with the City of Galveston, for the City of Austin to provide temporary emergency shelter for City of Galveston evacuees during a mandatory evacuation.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Can we see a copy of the last agreement?*

Attached

Item #13: Authorize negotiation and execution of a one-year service agreement with the Austin Housing Finance Corporation to manage and operate various housing programs on the City's behalf during Fiscal Year 2021-2022 to be funded by United States Department of Housing and Urban Development funds and local housing funds in an amount not to exceed \$105,739,134. Strategic Outcome(s): Economic Opportunity and Affordability.

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *Can we get a copy of AHFC's Grant Operating Budget and Capital Budget?*

This item has been withdrawn and will be reposted for 9/2. A response will be provided by then.

- 2) *Can you share which of the estimated 1,129 services will be provided to households through these programs? We'd like to get an idea of where the majority of support is going. Homebuyers? Renters assistance? Housing development? Etc.*

This item has been withdrawn and will be reposted for 9/2. A response will be provided by then.

Item #13: Authorize negotiation and execution of a one-year service agreement with the Austin Housing Finance Corporation to manage and operate various housing programs on the City's behalf during Fiscal Year 2021-2022 to be funded by United States Department of Housing and Urban Development funds and local housing funds in an amount not to exceed \$105,739,134.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Can we see a line item budget for each of these programs?*

This item has been withdrawn and will be reposted for 9/2. A response will be provided by then.

Item #18: Authorize the negotiation and execution of an amended and restated lease extending the term for 84 months, with one 84-month renewal option, for approximately 7,174 square feet of office space at the Snell Building, Suites 200 and 250, located at 1050 E. 11th St., with Eleven East Corp., a Texas non-profit corporation, in an amount not to exceed \$2,307,934.18.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *The backup appears to address plans related to Suite 250, but not Suite 200. Is the intention the same for both spaces?*

It intention is the same for both spaces. We're not sure if the backup info changed from the time of our initial submittal to what is available to the CM's for review, but it looks like our initial submittal did cover both suites 200 & 250. Apologies for any confusion. But to confirm, the RCA covers both suites. If you have any follow up questions, please let me know.

Item #18 and 20: 18. Authorize the negotiation and execution of an amended and restated lease extending the term for 84 months, with one 84-month renewal option, for approximately 7,174 square feet of office space at the Snell Building, Suites 200 and 250, located at 1050 E. 11th St., with Eleven East Corp., a Texas non-profit corporation, in an amount not to exceed \$2,307,934.18.

20. Authorize the negotiation and execution of a fifth amendment to the lease agreement extending the term for 60 months, with one 60-month extension option, with LCG Techni Center, LLC, a Delaware limited liability company, for the continued operation of a warehouse space for approximately 5,000 square feet, located at 6014 Techni Center Dr., Suite 102, in an amount not to exceed \$242,400.

COUNCIL MEMBER ALTER'S OFFICE

- 1) *Please provide additional detail as to why we continue to pursue leases of this nature rather than pursue ownership for a long-term asset to serve this need?*

This leased warehouse space is used to store sensitive law enforcement equipment used in undercover investigations for the organized crime division. Due to the sensitive nature of the use of this storage facility, APD and Office of Real Estate have assessed that a leased facility is necessary, but will continue to evaluate options for purchase as capital funding is identified.

Regarding item #18, there are a number of factors that make these lease extensions beneficial to both the City and the communities served by the departments located there. The City occupies leased space in both the Street Jones and Snell buildings located on E. 11th. The current RCA is applicable to space in the Snell building. Extending the City's presence in both buildings as anchor tenants will continue the City's support of the Austin Revitalization Authority in their efforts to revitalize historic East 11th and East 12th Streets. Given the respective missions of the Housing and Planning Department and the Equity and Civil Rights Offices, it is beneficial for those entities to have a presence in the historically underserved community of East Austin as it puts them in closer proximity to many of the citizens most in need of their services. In addition to the aforementioned reasons, the lease extensions (in lieu of purchasing a long-term asset) is driven by a lack of capital funding for a purchase, the limited availability of suitable replacement properties to purchase, and the additional expense that would be incurred as a result of the necessary build-out.

Item #20: Authorize the negotiation and execution of a fifth amendment to the lease agreement extending the term for 60 months, with one 60-month extension option, with LCG Techni Center, LLC, a Delaware limited liability company, for the continued operation of a warehouse space for approximately 5,000 square feet, located at 6014 Techni Center Dr., Suite 102, in an amount not to exceed \$242,400.
COUNCIL MEMBER KELLY'S OFFICE

1) *What is this warehouse space used for?*

This leased warehouse space is used to store sensitive law enforcement equipment used in undercover investigations for the organized crime division.

2) *Given how long the space has been leased, have we looked into purchasing something instead?*

Due to the sensitive nature of the use of this storage facility, APD and Office of Real Estate have assessed that a leased facility is necessary, but will continue to evaluate options for purchase as capital funding is identified.

Item #22: Authorize negotiation and execution of Amendment No. 8 to an interlocal agreement with Austin Community College to provide childcare quality improvement services, to add two 12-month extension options each in an amount not to exceed \$51,128, for a revised total agreement amount not to exceed \$356,649.
COUNCIL MEMBER ALTER'S OFFICE

1) *Please provide more detail on the childcare quality improvement services covered in this interlocal.*

The goal of Teacher and Director TRAC (Training, Retention and Compensation) is to:

- Increase the number of early care and education teachers and directors enrolled in college-level courses in Child Development.
- Increase student success and student retention for at least two consecutive semesters.
- Increase the number of early care and education teachers and directors with a Child Development Associate Credential and an Associate of Applied Science Degree.
- Improve quality care and education for children and families in City of Austin or Travis County receiving childcare subsidies.
- Increase the number of centers that meet the Texas Department of Family and Protective Service Minimum Standards and Texas Rising Star Director Standards.

This is achieved by providing an avenue for teachers and directors serving children receiving childcare subsidies to increase their education and experience. Program participants enrolled in the TRAC program provided the required textbooks and incentives for completing the courses. Additional support is provided through academic and career advising, tutoring, monitoring progress in courses and contacting participants to discuss success strategies.

Item #23: Authorize negotiation and execution of Amendment No. 7 to an agreement with Meals on Wheels, Inc. for the provision of free meals for the elderly and individuals living with disabilities, to add two twelve-month extension options each in an amount not to exceed \$482,700, for a revised total agreement amount not to exceed \$3,827,466.

COUNCIL MEMBER FUENTES’S OFFICE

1) *How many residents are served through this program?*

The annual City goal is 300 people. The agency has already achieved over 110% of its annual goal in the third quarter of FY21 due to increased demand over the last 18 months. The agency reports an increased need for food, especially among seniors who are homebound, or simply staying home to stay safe during COVID.

2) *Is there a waitlist for folks in need? If so, how long is that waitlist?*

There is currently a waitlist of 317 people for meal delivery services. The agency is working as quickly as possible to accommodate new clients.

Item #24: Authorize negotiation and execution of Amendment No. 7 to an agreement with Any Baby Can of Austin, Inc. to provide early childhood services to enable families to achieve self-sufficiency, to add two 12-month extension options each in an amount not to exceed \$1,652,316, for a revised total agreement amount not to exceed \$13,101,685.

COUNCIL MEMBER FUENTES’S OFFICE

1) *Please provide metrics of families served through Amendments 1 through 6.*

**Any Baby Can – Ready Family Collaborative
Amendment 1-6 Council Information**

Amendments 1-3 were to add funds to the base agreement, which spanned September 1, 2015 – September 30, 2018, due to City of Austin Cost of Living increases.

FY2016

October 1, 2015 – September 30, 2016

	Goal	Actual
Number of Individuals making progress toward treatment plan goals	648	736

FY2017

October 1, 2016 – September 30, 2017

	Goal	Actual
Number of Individuals making progress toward treatment plan goals	648	720

FY2018

October 1, 2017 – September 30, 2018

	Goal	Actual
Number of Individuals making progress toward treatment plan goals	648	820

FY2019

Amendment #4 – Extension Option #1

October 1, 2018 – September 30, 2019

	Goal	Actual
Total Clients Served	3564	4479
% of individuals making progress toward treatment plan goals	67.5%	73.56%
% of individuals who demonstrate improved life skills	68.38%	77.65%

FY2020

Amendment #5 – Extension Option #2

October 1, 2019 – September 30, 2020

	Goal	Actual
Total Clients Served	3564	4051
% of individuals making progress toward treatment plan goals	67.5%	68.1%
% of individuals who demonstrate improved life skills	68.38%	65.57%

FY2021

Amendment #6 – Extension Option #3

October 1, 2020 – September 30, 2021
Data October 1, 2020 – June 30, 2021

	YTD Goal	Actual
Total Clients Served	2673	3462
% of individuals making progress toward treatment plan goals	67.5%	69.13%
% of individuals who demonstrate improved life skills	68.38%	78.55%

Item #25: Authorize negotiation and execution of Amendment No. 9 to an agreement with Austin Youth and Community Farm d/b/a Urban Roots for a youth leadership development program, to increase funding in an amount not to exceed \$62,045 for a nine-month term of October 1, 2021 to June 30, 2022, for a revised total agreement amount not to exceed \$473,659.

COUNCIL MEMBER ALTER’S OFFICE

- 1) For items 25,27-29 (which appear to be related) - please provide additional detail about the the goals and focus of the program(s) and the timing and plan for the next RFP.

The Youth Issue Area solicitation was released on July 28, 2021 and is currently accepting applications from organizations that passed the threshold review. Additional details regarding the solicitation are available here: [RFA 004 Youth Services AB](#).

Urban Roots’ Food & Leadership Fellowship (FLF) program aims to engage young adults in leadership development through group based service and growing food for the community. Program graduates will demonstrate life, job, and leadership skills and possess knowledge of food production and food justice issues, which will prepare them to become civically engaged leaders in the community. The FLF is based on a similar successful model for high school age youth.

FY22 Performance Goals: Unduplicated clients 22; Percent of individuals who demonstrate improved life skills: 72.73%

Item #26: Authorize negotiation and execution of Amendment No. 1 to an agreement with WorkSource Greater Austin Area Workforce Board d/b/a Workforce Solutions Capital Area Workforce Board to fund and administer the Child Care Services for Essential Workers for COVID-19 Response to add one-time funds in the amount of \$2,500,000, revise the current term to 36 months by adding 24 months ending on September 30, 2023, and add two additional 12-month extension options ending on September 30, 2025 and one additional nine-month extension option ending on June 30, 2026, for a revised total agreement amount not to exceed \$3,445,170 .

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Given that this is COVID-specific, what is the thought process behind authorizing this as a three-year contract with the possibility of extending it another two years?*

This is a Community Development Block Grant designed to address the long-term effects of Covid on essential workforce sectors. It has a six-year term, as defined by the U.S. Department of Housing and Urban Development. The purpose of the program is to ensure emergency child care services are available for low income essential worker families in the City of Austin. This grant promotes continuity of child care for the children of essential workers, a critical factor of quality in early care and education, to prevent disruptions which may hinder a family's capacity to gain or maintain earnings. This funding strategy also ensures that children receive consistent quality child care services, which helps prepare them to enter kindergarten to succeed.

- 2) *Where will the child care services be provided?*

Child care services will be provided at parents'/guardians' providers of choice. Priority of funding is allocated to those who are enrolled with the highest quality providers in Workforce Solutions Child Care Services (Texas Rising Star and Nationally Accredited Providers). If a child is enrolled in a non-quality rated center, the center must provide documentation of state licensing, have had a Texas Rising Star assessment with Workforce Solutions within the last six months, or make an appointment with Workforce Solutions to schedule a Texas Rising Star assessment.

- 3) *What hours will the child care services be available?*

Child care services can span week days, overnight, and weekends, to meet essential workers' varied needs.

Item #27: Authorize negotiation and execution of Amendment No. 7 to an agreement with African American Youth Harvest Foundation to provide health and human services and economic development opportunities to African American youth and historically disadvantaged populations residing in Austin and/or Travis County, to add one nine-month extension option beginning October 1, 2021 in an amount not to exceed \$136,094, for a revised total agreement amount not to exceed \$1,386,379.

COUNCIL MEMBER ALTER'S OFFICE

- 1) *For items 25,27-29 (which appear to be related) - please provide additional detail about the goals and focus of the program(s) and the timing and plan for the next RFP.*

African American Youth Harvest (AAYHF) coordinates with partners to offer services that promote: educational attainment; workforce readiness and advancement; physical, mental and social emotional health and safety; and social and civic engagement. By cultivating relationships with families and offering a "one stop" solution for a comprehensive array of needs, AAYHF makes it easy for youth and families to identify and access critical services to meet their needs for overall family stabilization and advancement toward an optimal state of health and well being.

FY22 Performance Goals: Unduplicated clients 397; Percent of individuals who complete an educational program and demonstrate improved knowledge: 85.23%; Percent of individuals seeking employment through AAYRC services who were placed into employment opportunities: 50%.

Item #28: Authorize negotiation and execution of an agreement with African American Youth Harvest Foundation to provide mental health services to African American youth and other historically disadvantaged populations residing Austin and/or Travis County, in an amount not to exceed \$140,000.
COUNCIL MEMBER ALTER'S OFFICE

- 1) *For items 25,27-29 (which appear to be related) - please provide additional detail about the goals and focus of the program(s) and the timing and plan for the next RFP.*

African American Youth Harvest will address mental, physical and social health issues that are negatively impacting African Americans and Hispanics residing in the North-Central and Eastern areas of Travis County through a direct and wraparound support-service-model. The scope of services will include mental health and stress management workshops; health education and awareness; wraparound and basic needs support; referrals to advanced care as required; and establishment of a feedback loop to ensure the community's voice is carried forward into future efforts by AAYHF, Austin Public Health, and other partners in the field.

This new agreement is under negotiation and performance goals have not yet been confirmed.

Item #29: Approve a resolution adopting the South Congress Preservation and Improvement District Service and Assessment Plan and Budget update for 2022. Related to Item #30. District(s) Affected: District 9. Strategic Outcome(s): Economic Opportunity and Affordability.
COUNCIL MEMBER ALTER'S OFFICE

- 1) *For items 25,27-29 (which appear to be related) - please provide additional detail about the goals and focus of the program(s) and the timing and plan for the next RFP.*

African American Youth Harvest (AAYHF) will conduct conference programming to strengthen the overall quality of life experience for African American youth and families' and conference participants by utilizing the following:

Objectives:

- a) increasing work based learning and job readiness training opportunities
- b) increasing student knowledge of science, technology, engineering and math (STEM) concepts to promote teamwork, leadership, and academic achievement
- c) promoting youth development competencies
- d) increasing youth leadership opportunities and competencies
- e) increasing awareness of characteristics of strong families

FY22 Performance Goals: Unduplicated clients 618; Percent of individuals who demonstrate improved life skills: 69.87%.

The following is a new program not related to the Youth solicitation:

Item #31: Approve an ordinance amending the Fiscal Year 2020-2021 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20200812-001) to accept and appropriate an additional \$696,602 in grant funds from the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program and the Homeless Housing and Services Program Youth Set-Aside. Related to Item #32.

COUNCIL MEMBER POOL'S OFFICE

- 1) *Can you provide me with a bit more information on how this funding will be applied, specifically as it pertains to the youth set-aside?*

The HHSP Youth Set-Aside program serves youth who are homeless, including those that have experienced trauma, are pregnant or parenting, experienced mental, physical, and/or behavioral health challenges, experienced trafficking or have been involved with the juvenile/criminal justice system. This program has two components, transitional housing for youth and young adults between the ages 18 and 24 years old and street outreach for those 24 years of age or younger.

The funding is applied to salaries and benefits for case managers, intake specialists, youth care workers, outreach specialists, and program service coordinators. Operational funding is for rent, utilities, supplies for the program, equipment purchases, food pantry supplies, and other related costs necessary to support the program and operate a transitional housing facility as well as administrative offices for staff serving those experiencing homelessness. Additional administrative expenses include a portion of salaries and benefits for LifeWorks management, administration, grants and contract compliance staff, and HMIS/data support costs.

Item #32: Approve a resolution authorizing the acceptance of grant funding in the amount of \$696,602 from the Texas Department of Housing and Community Affairs for the Homeless Housing and Services Program and the Homeless Housing and Services Program Youth Set-Aside, and the negotiation and execution of a related contract. Related to Item #31.

COUNCIL MEMBER POOL'S OFFICE

- 1) *Can you provide me with a bit more information on how this funding will be applied, specifically as it pertains to the youth set-aside?*

The HHSP Youth Set-Aside program serves youth who are homeless, including those that have experienced trauma, are pregnant or parenting, experienced mental, physical, and/or behavioral health challenges, experienced trafficking or have been involved with the juvenile/criminal justice system. This program has two components, transitional housing for youth and young adults between the ages 18 and 24 years old and street outreach for those 24 years of age or younger.

The funding is applied to salaries and benefits for case managers, intake specialists, youth care workers, outreach specialists, and program service coordinators. Operational funding is for rent, utilities, supplies for the program, equipment purchases, food pantry supplies, and other related costs necessary to support the program and operate a transitional housing facility as well as administrative offices for staff serving those experiencing homelessness. Additional administrative expenses include a portion of

salaries and benefits for LifeWorks management, administration, grants and contract compliance staff, and HMIS/data support costs.

Item #33: Approve an ordinance amending the Fiscal Year 2020-2021 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20200812-001) to accept and appropriate \$1,250,000 in grant funds from the Texas Department of State Health Services and authorize 5.0 full-time equivalent grant-funded positions, for the COVID-19 Public Health Workforce Expansion Grant.

COUNCIL MEMBER KELLY'S OFFICE

1) *Why was a two-year timeline chosen for this funding if these a COVID-specific positions?*

The timeline for this funding was determined by the funders which are the Centers for Disease Control and Prevention and the Texas Department of State Health Services.

2) *Is there a plan in place for how to utilize these personnel if COVID rates decline significantly before 2023?*

The COVID-19 has highlighted that historically marginalized communities continue to be most disproportionality impacted by this disease. Recruiting, hiring and training a public health workforce that is more diverse and representative of the community will not only better prepare Austin to respond and recover from the current pandemic, but also prepare Austin Public Health to better serve the community moving forward. The personnel that is being proposed will assist in the recruitment, training and retention of staff to better respond and recover from COVID-19.

3) *What is the flexibility of the position?*

Austin Public Health submitted a proposal and workplan that was approved by the Texas Department of State Health Services. Any deviations from the proposed plan would need to be approved by the funder.

Item #33: Approve an ordinance amending the Fiscal Year 2020-2021 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20200812-001) to accept and appropriate \$1,250,000 in grant funds from the Texas Department of State Health Services and authorize 5.0 full-time equivalent grant-funded positions, for the COVID-19 Public Health Workforce Expansion Grant.

COUNCIL MEMBER FUENTES'S OFFICE

1) *What will these grant-funded personnel be assigned to assist with?*

The purpose of the grant is to recruit, hire and train staff to prevent, prepare for and respond to COVID-19 and to hire a workforce that represents the diversity in communities being served. The grant funded staff will be tasked with:

- Gathering and analyzing data to better inform strategies to address vaccine hesitancy and best practices to prevent infection
- Delivering diversity, equity and inclusion training sessions for Austin Public Health staff.
- Leading the implementation of Austin Public Health's Equity Action Plan.
- Building relationships with affinity groups within universities, Historically Black Colleges and Universities, Hispanic Serving Institutions, local communities and others to more intentionally recruit and hire a more diverse workforce and promote Austin Public Health training and workforce opportunities

2) *How much of this grant will be put toward community engagement activities?*

In an effort to recruit and hire a more diverse workforce and gather a greater understanding of vaccine hesitancy, two of the new grant funded staff are expected to conduct community engagement activities.

3) *For how long will we have these grant funded positions conducting community activities? In other words, what is the anticipated fiscal-year length of these grant funded positions?*

The DSHS grant term ends June 30, 2023, so the positions will be in place until the grant ends. Once hired, the positions will be funded by the grant through June 30, 2023.

Item #35: Approve a resolution to negotiate and execute a multiple use agreement with the Texas Department of Transportation for the development and construction of Shoal Creek Underpass at RM 2222.

COUNCIL MEMBER KELLY'S OFFICE

1) *Will this project impact Austin Memorial Cemetery? If so, how?*

There is no impact to the Austin Memorial Park Cemetery. The Cemetery is located entirely to the west of Shoal Creek while the Shoal Creek Underpass Project is located to the east of Shoal Creek. The trail project will connect to the existing nature trail on the east side of the creek and the bike lane in the street providing a safe crossing under Northland Dr/FM 2222.

Item #40: Authorize award of a contract with Integrated Environment LLC (MBE), to provide maintenance and repair services of stormwater ponds, for a term of five years for a total contract amount not to exceed \$700,000. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY'S OFFICE

1) *What storm water ponds will be repaired/maintained?*

Ponds at the following locations will be maintained and repaired as necessary through this contract:

Location	Address
Sand Hill Energy Center	1101 Fallwell Lane, Del Valle, Texas 78617
St. Elmo Service Center	4411 Meinardus, Austin, TX 78744
Kramer Lane Service Center, Building D	2412 Kramer Lane, Austin, TX 78758
Kramer Lane Service Center, Building E	2526 Kramer Lane, Austin, TX 78758
Oak Hill Substation	5915 McCarthy Lane
SCC	2500 Montopolis Dr. Austin, Texas
Howard Lane Substation	2305 Gardenia Dr.

Item #41: Authorize award of a multi-term contract with ECS Environmental Solutions, to provide installation, removal, and rental of activated carbon-based odor control units, for up to five years for a total contract amount not to exceed \$481,295. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods and services required for this solicitation, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY’S OFFICE

1) *What are the benefits of renting these units versus purchasing?*

Austin Water has a temporary need for these units at site specific applications, while we are pursuing longer-term capital projects to alleviate sewer system odors. Rental also allows for early conclusion and removal if the services are not needed during the course of the contract.

Item #45: Authorize award of three multi-term contracts with BWI Companies, Inc.; Marubeni America Corporation, d/b/a Helena-Agri Enterprises; N-Gulf LLC d/b/a Ameriturf; to provide pesticides and fertilizers, each for up to five years for total contract amounts not to exceed \$1,625,000, divided among the contractors. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods required for this solicitation, there were no subcontracting opportunities, therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY’S OFFICE

1) *What was the previous cost of this contract?*

The previous contract had a total spend of \$1,362,769.08 with a total authorization of \$1,581,525.

2) *What were the reasons for choosing said vendors?*

The City competed these contracts using the Competitive Sealed Bidding process in accordance with Texas Local Government Code, Ch 252. Contracts resulting from this process must be awarded to the offeror or offerors submitting with the lowest price, by line item, by group of line items, or in aggregate, whatever is most advantageous to the City. Staff recommend multiple contracts be awarded as each of the responding offerors submitted the lowest price on multiple line items respectively.

Item #46: Authorize negotiation and execution of a multi-term contract with Industrial Organizational Solutions, Inc., or one of the other qualified offerors to Requests for Proposal 5800 JTH3007, to provide police promotional testing, for up to six years in an amount not to exceed \$814,000. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY'S OFFICE

1) *Who did the city previous contract with for this service?*

The City contracted previously with Industrial Organizational Solutions, Inc. for this service.

Item #46: Authorize negotiation and execution of a multi-term contract with Industrial Organizational Solutions, Inc., or one of the other qualified offerors to Requests for Proposal 5800 JTH3007, to provide police promotional testing, for up to six years in an amount not to exceed \$814,000. (Note: This solicitation was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this solicitation, there were no subcontracting opportunities therefore, no subcontracting goals were established).

COUNCIL MEMBER ALTER'S OFFICE

1) *Can the scope/details of the contract with Industrial Organizational Solutions, Inc. change if/when the Meet and Confer contract is renegotiated in 2022-23? The promotions process will likely be a key consideration in the negotiations and we expect at least some aspects of promotions to change.*

Yes, the scope/details of the contract with Industrial Organizational Solutions, Inc. (IOS) can be changed if/when the Meet and Confer contract is renegotiated in 2022-2023. The contract and changes are governed by the meet and confer negotiations, Texas Local Government Code, Chapter 143 (current or future Agreements between the City of Austin and the Austin Police Association...as negotiated through the meet and confer process...and the Civil Service Commission Rules...)” The promotional process developed by IOS must be in compliance with any newly negotiated Meet and Confer Agreement. If the terms of the new Agreement become an issue, the City can terminate the contract. The contract with IOS is for an initial term of 48 months and may be extended for up to two additional 12-month periods at the City's sole option.

Item #47: Authorize negotiation and execution of a cooperative contract with Facilities Solutions Group Inc., for the purchase and installation of a new Austin Convention Center marquee, in an amount not to exceed \$105,143. (Note: This procurement was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program. For the goods required for this procurement, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY'S OFFICE

- 1) *It appears that the marquee on Cesar Chavez was working as of 8/19/21. Are there multiple marquees at the convention center? If so, which one is this and what renders it unusable?*

There are multiple marquees at the Convention Center. The nonfunctioning marquee is on the Trinity street side of the convention center. The Trinity marquee has been unusable for at least six years. The marquee has not been working and multiple unsuccessful attempts have been made to repair the marquee. The marquee is very old, and parts are not available on the market to repair it.

Item #54: Approve an ordinance authorizing a Letter of Credit and Reimbursement Agreement with UBS AG related to the City's Hotel Occupancy Tax Subordinate Lien Variable Rate Revenue Refunding Bonds, Series 2008 Subseries 2008A; and authorizing the execution and delivery of related agreements and fees.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *If approved, will this assist with the City's bond rating?*

This item pertains to the Letter of Credit ("LOC") requirement for the City's 2008 Hotel Occupancy Tax ("HOT") bonds, which are variable rate demand obligations ("VRDO") secured only by HOT revenues tied to the Convention Center; such bonds are currently rated in the AA-category. This item does not impact the City's General Obligation rating for debt secured by property taxes, which are currently rated AAA/Aa1.

The LOC is an important debt management tool used by the City to support its 2008 variable rate HOT bonds. Approval of the LOC will help the City maintain its current bond ratings on HOT debt since the LOC is viewed by the bond rating agencies as a necessary debt management tool for variable rate bonds.

The LOC serves two functions: first, to provide liquidity support for the bonds in the event that tendered bonds cannot be remarketed; and second, as a guarantor should the City be unable to make debt service payments. The LOC also makes the bonds more marketable since investors know that third-party liquidity support is in place. The existing LOC provided by Citibank expires 10/07/2021 and needs to be replaced prior to the expiration date. If there is no LOC in place and the VRDOs remain outstanding, this would have negative rating implications for the City's HOT debt.

2) *Is there a bond rating impact with an adjustment like this?*

There is not a bond rating impact on the City for this LOC approval, however the LOC is a requirement of the bond covenants for the 2008 HOT bonds. As part of the approval of the LOC, the City is required to obtain a bond rating on the LOC which is based on the repayment strength of the bank providing the LOC, in this case, UBS. These ratings are expected to be high-grade. Ratings on a LOC are obtained with any replacement/extension of a LOC.

3) *How often does adjustments happen and what are some of the typical reasons?*

The LOC renewals/replacements for the City's variable rate bonds generally occur every 2-3 years and is dependent on the terms provided by the LOC providers. The term chosen for a LOC depends on market and credit conditions at the time of each renewal, which is why terms may vary. Item# 54 has a term of 3 years.

Item #93: C14-2020-0151 - 8401-8407 South 1st Street - Conduct a public hearing and approve an ordinance amending City Code Title 25 by rezoning property locally known as 8401, 8403, 8405, and 8407 South 1st Street (South Boggy Creek Watershed). Applicant's Request: To rezone from development reserve (DR) district zoning; single family residence-standard lot (SF-2) district zoning; townhouse and condominium residence-conditional overlay (SF-6-CO) combining district zoning; and neighborhood commercial-mixed use-conditional overlay (LR-MU-CO) combining district zoning to multifamily residence-moderate-high density-conditional overlay (MF-4-CO) combining district zoning. Staff Recommendation and Zoning and Platting Commission Recommendation: To grant multifamily residence-moderate-high density-conditional overlay (MF-4-CO) combining district zoning. Owner/Applicant: 8401 Venture LP (Herman Cardenas); Harvey Kronberg. Agent: Smith Robertson L.L.P. (David Hartman). City Staff: Wendy Rhoades, 512-974-7719. A valid petition has been filed in opposition to this rezoning request.

COUNCIL MEMBER KELLY'S OFFICE

1) *What does #6 in the conditional overlay (limited access to Orr Drive to bicycle, pedestrian, and emergency ingress and egress) look like in practice?*

The Applicant plans to install a metal gate with an emergency lock that only Austin Fire Department and Austin Police Department can access.

2) *Will there be a gate or some other type of physical barrier?*

The Applicant plans to install a metal gate. There will not be a drive aisle to this gate; it will be grasscrete. A non-emergency vehicle would not be able to use this area for anything other than greenspace.

Item #100: Approve an ordinance amending the Fiscal Year 2020-2021 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20200812-001) to accept and

appropriate \$475,000 in grant funds from the Texas Department of Family and Protective Services for the 78744 Community Youth Development Grant. Related to 21-2801.

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *Has the previous \$464K grant from FY 21 been administered? If so, to which organizations?*

Yes, the FY21 budget was actually \$449,956.07 and services have been administered. The current grant project period ends on 8/31/21. Included in this funding was \$221,469 for subcontracted services. Three organizations were awarded a subcontract through a competitive process: Mexic-Arte Museum, Workers Assistance Program, and Council on At-Risk Youth.

- 2) *How will this \$475K grant be administered? Please outline the process for organizations to be considered for this CYD grant?*

Under a new 5 year grant cycle beginning 9/1/2021, APH will subcontract \$175K to three organizations. Workers Assistance Program, E4 Youth, and Mexic-Arte were the top scoring organizations responding to a competitive solicitation issued by APH in June 2021. Item 101 is requesting Council approval to authorize execution and negotiation of these three subcontracts.

Item #104: Authorize negotiation and execution of agreements for the provision of violence prevention programs in underserved communities with a term beginning September 15, 2021 and ending September 30, 2022 with the following providers: Young Women's Christian Association of Greater Austin for a total agreement amount not to exceed \$300,000; Council on At-Risk Youth for a total agreement amount not to exceed \$400,000; and Mexic-Arte Museum for a total agreement amount not to exceed \$155,344.

COUNCIL MEMBER ALTER'S OFFICE

- 1) *For organizations also funded to provide services through the CYD grant program, in what ways, if any, will these programs differ from service delivery as part of the CYD program? Will their program participant eligibility criteria be identical to their CYD program requirements?*

For Mexic-Art's Screen It! program funded jointly through CYD and The Office of Violence Prevention there will be no difference in service delivery or metrics based on funding source (\$65,000 funded by OVP). In addition to the Screen It! program, OVP will add an additional component to include school and community-based art projects/installations to support community cohesion in targeted locations.

- 2) *For all of these programs, who will be eligible to be served by these programs and how many program participants are estimated to be served by each program?*

OVP is currently working with the agencies to determine eligibility, number of program participants, performance outcomes and outputs. OVP is interested in taking a targeted approach to addressing at risk-youth violence prevention and intervention programming. The goal is to provide services for youth in communities who are in most need. As part of the contract negotiating process, OVP is seeking to expand services

beyond the school setting where possible and including program participants, family/social systems and community violence prevention/interruption interventions. OVP is also seeking to include aspects of community conflict mediation/resolution and clinical counseling services (YWCA and CARY).

Mexic-Arte Art Installation: TBD

Mexic-Arte Screen It!: Youth aged 10-17 referred by school art teachers in 78744. Focused on increasing protective factors in an area identified as an area of need in the CYD solicitation.

CARY: Youth 11-17(negotiating possible expansion), CARY currently delivers PeaceRox in AISD, which has a high need for CARY’s services. CARY provides clinical assessment for each student to assess individual and family’s needs. CARY also utilizes partnerships with school administration who refer students to the program. CARY works with school administration to identify students who are at the highest risk for entering the juvenile and criminal justice systems. The school principal, vice-principal, and counselors refer students who have received at least one serious disciplinary violation (i.e., possession of a weapon, possession of drugs, gang activity, assault of a student or adult, bullying, and fighting) to the program. CARY works with at-risk youth who have a higher level of need than YWCA. CARY defines programming as intervention.

YWCA: Youth aged 11-21 (negotiating possible expansion), referred through Communities in Schools and school administrators, services are provided to students who are engaging in high-risk activities, such as truancy, delinquency, and any other behaviors for which school officials deem intervention necessary. YWCA works with at-risk youth who are on the lower end of the risk scale. YWCA identifies programming as prevention

3) *For each of these programs, where will the delivery of these programs take place and will service delivery be virtual or in-person?*

OVP is currently negotiating with the programs to ensure service delivery meets the needs of at-risk youth and their communities. OVP is seeking to offer flexible service delivery where possible based on program capabilities. Except for Mexic-Arte’s Screen It! program which targets 78744, the other programs currently under negotiation/discussions will be providing services throughout the Austin area based on the targeted needs of targeted communities.

Service delivery

School Based	Community	In Person	Virtual as needed
Mexic-Arte Screen It! (78744)			
Mexic-Arte Art installation	Mexic-Arte Art Installation	Mexic-Arte Art Installation	Mexic-Arte Art Installation
CARY	CARY (negotiating)	CARY	CARY
YWCA	YWCA (negotiating)	YWCA	YWCA

- 4) *Please provide a copy of the Youth Violence Prevention Curriculum referenced in the RCA that will be used by CARY.*

Excerpt from CYD Proposal

“The strategy encompasses 1) conducting the PeaceRox Aggression Replacement Training Program (classified as “evidence-based” by the U.S. Office of Juvenile Justice and Delinquency Prevention) in school classrooms and confidential spaces on AISD campuses; 2) targeting the group of students in the AISD disciplinary system who have engaged in one or more serious disciplinary acts (violation (i.e., possession of a weapon, possession of drugs, gang activity, assault of a student or adult, bullying, and fighting); 3) receiving student referrals from AISD Principals, assistant principals, and counselors at each of the proposed four campuses, as well as from SROs and APD officers, 4) conducting the small group sessions during their advisory or elective class for one semester, with follow-up for one additional semester of individual behavioral counseling, and 5) conducting the groups with masters-level CARY Youth Advisor staff. Youth Advisors interact daily with principals, assistant principals, counselors, teachers, parents, and students.”

References:

Cohen, M. (2015). Cost of crime and criminal justice. New York, NY: Routledge. National Institute of Justice.

(2012). Program profile: Aggression replacement training. Retrieved from <https://www.crimesolutions.gov/ProgramDetails.aspx?ID=254>

- 5) *Please provide a copy of the evidence-based curriculum referenced in the RCA that will be used by the YWCA.*

The evidenced-based curriculum referenced in the RCA will be Positive Action (<https://www.positiveaction.net/#TraumaInformed>)

- 6) *From which middle and high school will the YWCA accept referrals from for this program?*

The list below shows the current schools being considered, the previous schools YWCA worked with in the past and schools who are interested in starting a relationship with YWCA. Through the contract negotiation process the final schools/zip codes will be determined based on community need.

Current schools being considered

- LBJ Early College HS
- Crockett HS
- Juan Navarro HS
- Travis HS
- Eastside Memorial HS
- Bedichek MS
- Martin MS

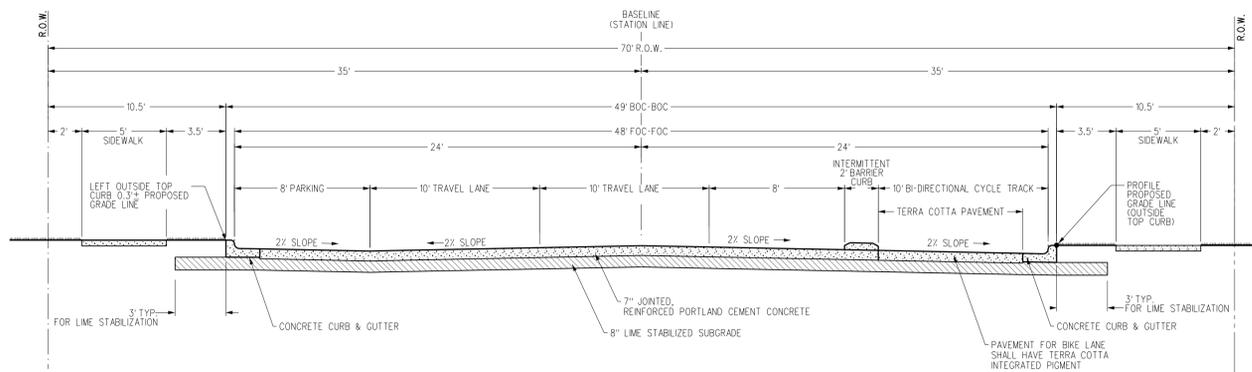
- Mendez MS
- Gus Garcia MS

YWCA previous sites include

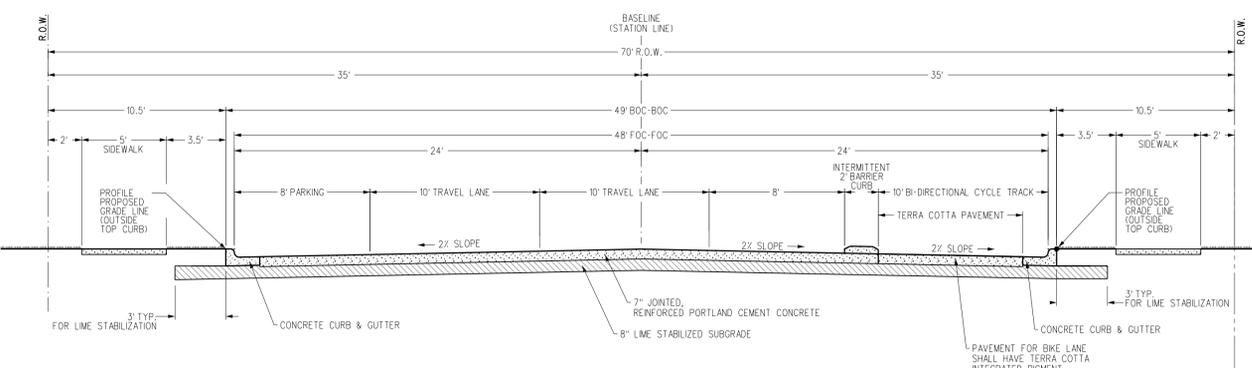
- Bedichek MS
- Mendez MS
- Covington MS
- Crockett HS
- Lanier HS
- LBJ High School
- Martin MS
- Gus Garcia MS
- East Side Memorial HS

YWCA new sites who requested services

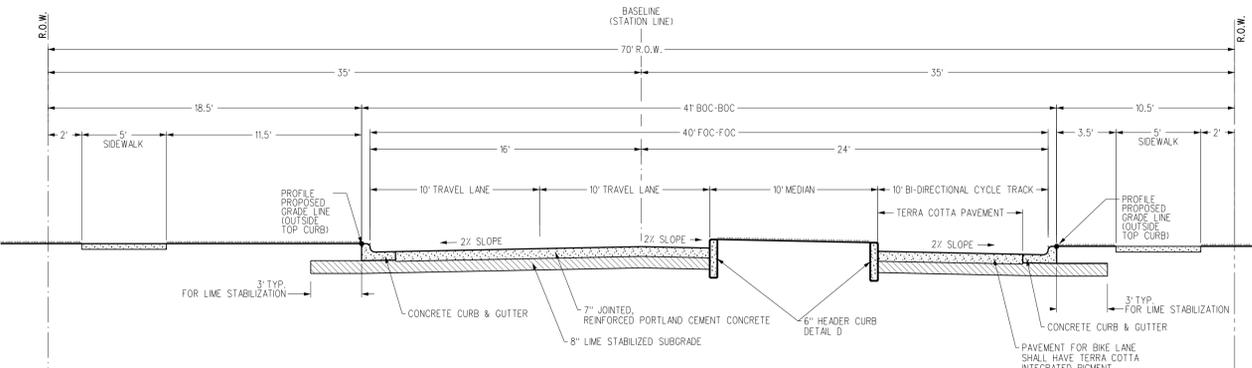
- Travis HS
- Reagan HS



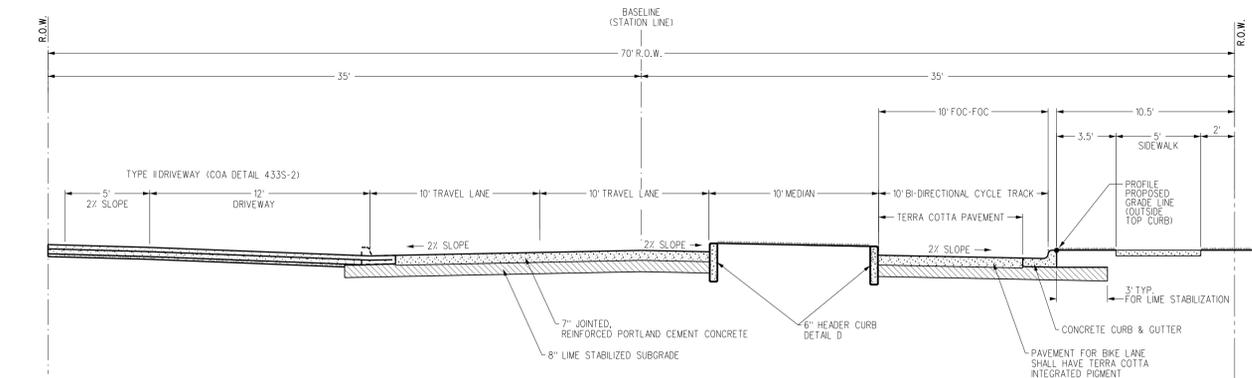
TYPICAL SECTION (MEADOW LAKE BLVD)
(STA 10+81.6 - 11+73.6, 11+96.6 - 12+88.8, 13+11.8 - 13+80.6, 14+86.6 - 16+39.1, 16+63.3 - 17+50.4)



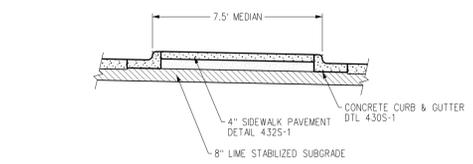
TYPICAL SECTION (MEADOW LAKE BLVD)
(STA 18+33.1 - 22+34.0)



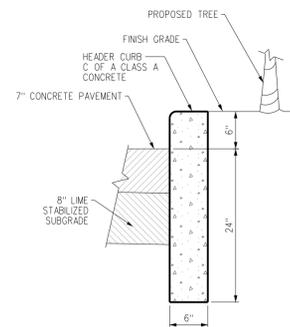
TYPICAL SECTION (MEADOW LAKE BLVD)
(SECTION WITHOUT PARALLEL PARKING ON LEFT SIDE)
(STA 11+73.6 - 11+96.6, 12+88.8 - 13+11.8, 13+80.6 - 13+88.4, 14+63.4 - 14+86.6, 16+39.1 - 16+63.3, 17+50.4 - 17+55.3, 18+28.4 - 18+33.1)



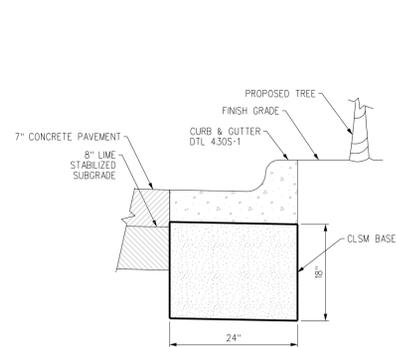
TYPICAL SECTION (MEADOW LAKE BLVD)
(SECTION AT PROPOSED DRIVEWAYS)



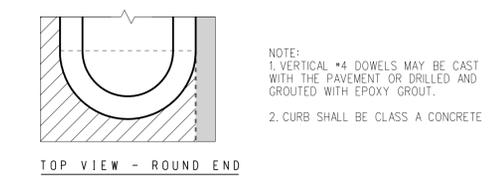
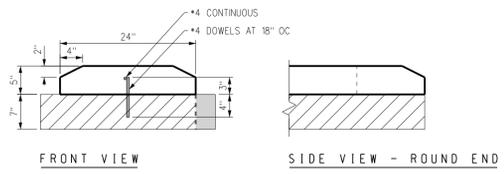
(E) MEDIAN WITH SIDEWALK PAVEMENT
NOT TO SCALE



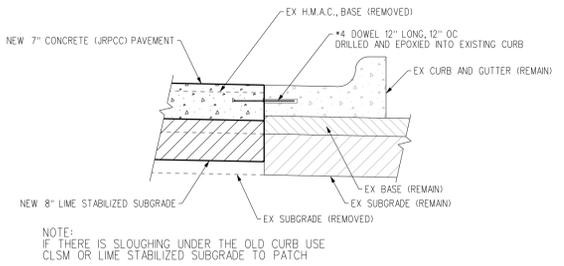
(D) HEADER CURB AT LANDSCAPE MEDIAN
NOT TO SCALE



(C) CLSM BASE AT CURB AND GUTTER
(SUBSIDIARY TO OTHER BID ITEMS)
NOT TO SCALE



(B) CONCRETE BARRIER CURB 2' (w) x 5' (h)
NOT TO SCALE



(A) SECTION - PAVEMENT REPLACEMENT AT REMAINING CURB
NOT TO SCALE

MEADOW LAKE BLVD PAVEMENT CONSTRUCTION NOTES

- SHOULDER WATER BECOME A PROBLEM DURING EXCAVATION, OR IF SURFACE WATER ACCUMULATES DURING A RAINY PERIOD, SATURATED SOIL SHALL BE DRIED OUT AND/OR REMOVED AND REPLACED WITH CRUSHED LIMESTONE BASE.
- SUBGRADE AND FOUNDATION SOIL PREPARATION
 - STRIP AND REMOVE FROM CONSTRUCTION AREA ANY TOP SOIL, ORGANICS AND VEGETATION TO A MINIMUM DEPTH OF 6 INCHES BELOW THE EXISTING NATURAL GROUND SURFACE.
 - FILL SECTIONS MAY BE COMPOSED OF ON-SITE MATERIAL EXCLUDING TOP SOIL, VEGETATION, AND ORGANICS. FILLS SHALL BE COMPACTED IN LIFTS NOT EXCEEDING 8 INCHES AFTER COMPACTION AND MEET THE CITY OF AUSTIN'S CURRENT "STANDARD SPECIFICATIONS" ITEM NO.'S 132 AND 201 AS APPLICABLE.
 - COMPACTION OF CUT AREAS, ON-GRADE AREAS, AND FILL SECTIONS SHALL BE TO 95 PERCENT OF TXDOT TEX-114-E. COMPACTION SHALL BE PERFORMED WITH THE MOISTURE CONTENT OF THE SOIL ADJUSTED TO WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT UNLESS EXPOSED LIMESTONE IS ENCOUNTERED OR SUSPECTED. IF EXPOSED LIMESTONE IS SUSPECTED THE GEOTECHNICAL ENGINEER SHALL BE NOTIFIED TO PROVIDE A FIELD CONFIRMATION.
 - THE SUBGRADE IMPROVEMENT SHALL BE EXTENDED 3 FEET BEYOND THE BACK OF THE CURB LINE.
- LIME STABILIZED SUBGRADE (LSS)
 - FOR ALL SUBGRADE CONTAINING 12 INCHES OR MORE OF HIGH PLASTICITY CLAY, LIME STABILIZATION OF THE SUBGRADE SHOULD BE PERFORMED IN ACCORDANCE WITH CITY OF AUSTIN'S CURRENT "STANDARD SPECIFICATIONS" ITEM NO. 203S, AS APPLICABLE, WHERE LESS THAN 12 INCHES OF CH CLAY IS PRESENT, LIME STABILIZATION SHALL NOT BE REQUIRED.
 - THE SURFACE CLAY SHALL BE TESTED FOR SULFATE REACTION TO MAKE SURE THAT LIME STABILIZATION IS FEASIBLE.
 - THE SURFACE CLAY SHALL BE TESTED USING THE ATTERBERG LIMITS PROCEDURE (ASTM D 4318) TO DETERMINE THE PERCENT LIME TO BE ADDED. THIS SHOULD BE DONE BY ADDED VARYING PERCENTAGES OF LIME TO SAMPLES OF THE SURFACE SOIL AND THEN DETERMINING THE PLASTICITY INDEX OF EACH SAMPLE. THE LOWEST PERCENTAGE OF LIME ADDED THAT SIGNIFICANTLY REDUCES THE PLASTICITY INDEX OF THE LIME-CLAY SAMPLE, AS DETERMINED BY THE GEOTECHNICAL ENGINEER, SHALL BE THE PERCENT LIME TO BE ADDED IN THE FIELD.
 - THE SUBGRADE IMPROVEMENT SHALL BE EXTENDED 3 FEET BEYOND THE BACK OF THE CURB LINE.
- GENERAL CONDITIONS
 - SHOULD AT ANY STAGE IN THE CONSTRUCTION OF THE STREET PAVEMENTS A NON-STABLE OR WEAVING CONDITION OF THE SUBGRADE OR BASE COURSE BE NOTED UNDER LOADS OF CONSTRUCTION EQUIPMENT, SUCH AREAS SHALL BE DELINEATED AND THE GEOTECHNICAL ENGINEER CONSULTED FOR REMEDIAL ACTION BEFORE COMPLETING THE PAVEMENT SECTION.
 - SEEPAGE AREAS OR UNUSUAL SUBGRADE SOIL CONDITIONS SHALL BE SIMILARLY BROUGHT TO THE GEOTECHNICAL ENGINEER'S ATTENTION BEFORE PROCEEDING WITH PAVEMENT CONSTRUCTION.
 - WHERE PAVEMENTS ARE TRENCHED FOR UTILITIES, A THICKNESS OF COMPACTED FLEXIBLE SUB-BASE SHALL BE PLACED BELOW THE NEW CRUSHED STONE BASE. THE SUB-BASE SHALL MEET THE SPECIFICATIONS OUTLINED BY ITEM 200 OF THE CITY OF AUSTIN'S "STANDARD SPECIFICATIONS." THIS SUB-BASE SHALL BE COMPACTED IN 8 INCH LIFTS TO 95 PERCENT OF TEX-113-E AND BE A MINIMUM OF 18 INCHES THICK OR TWICE THE DESIGN BASE THICKNESS (IF GREATER).
 - TRENCHES BENEATH STRUCTURES SHALL BE STRATEGICALLY BACKFILLED WITH BORROW OR SUITABLE MATERIAL EXCAVATED FROM THE TRENCH AND FREE OF STONE OR ROCK OVER 8 INCHES IN DIAMETER. THE BACKFILL SHALL BE COMPACTED TO 95 PERCENT OF THE MAXIMUM DRY DENSITY WHEN DETERMINED BY TXDOT TEST METHOD TEX-114-E. THE MOISTURE CONTENT SHALL BE WITHIN 2 PERCENT OF THE OPTIMUM MOISTURE CONTENT AT THE TIME OF COMPACTION. IF STORMWATER TRENCHES ARE BACKFILLED WITH FREELY DRAINING MATERIALS SUCH AS CRUSHED STONE, PEA GRAVEL OR SAND, THE TRENCH MUST BE SLOPED A MINIMUM OF 0.5 PERCENT TO PROVIDE POSITIVE DRAINAGE TO DAYLIGHT.
 - IF GROUND WATER OR SEEPAGE IS ENCOUNTERED AT THE TIME OF CONSTRUCTION, FRENCH DRAINS MAY BE REQUIRED TO DRAIN OR INTERCEPT THE FLOW OF WATER FROM THE SUBSURFACE PAVEMENT MATERIALS. THESE DRAINS SHALL BE SLOPED A MINIMUM OF 0.5 PERCENT TO PROVIDE POSITIVE DRAINAGE TO DAYLIGHT. FRENCH DRAINS SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH ASTM D 2239 "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE OF SEWER AND OTHER GRAVITY FLOW APPLICATIONS". THE FRENCH DRAIN DESIGN SHOULD BE REVIEWED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION.
- JOINTED, REINFORCED PORTLAND CEMENT CONCRETE (JRPPC)

CONCRETE PAVEMENT SHALL BE MINIMUM 3200 PSI WITH NO. 3 BARS AT 18 INCHES O.C.W. CENTERED IN THE SLAB. CONTRACTION (SAW CUT) JOINT SPACING SHOULD NOT EXCEED 15 FEET ON CENTER WITHOUT GEOTECHNICAL ENGINEERING CONSULTATION. CONTRACTION JOINTS SHOULD BE SAW CUT AS SOON AS THE FRESHLY POURED CONCRETE CAN SUPPORT THE WEIGHT OF THE SAW CUT MACHINE. WAITING TOO LONG TO SAW CUT THE CONCRETE CAN RESULT IN UNWANTED CRACKING. FULL DEPTH, FULL WIDTH ISOLATION JOINTS WITH BITUMINOUS FIBER OF PREFORMED JOINT FILLER SHOULD BE INSTALLED AT NO MORE THAN 125 FEET ON CENTER AND AT ALL ROAD STRUCTURE INTERFACES, SUCH AS LIGHT POLE BASES, PLANTERS, BUILDINGS OR SECTION OF PAVEMENT.

A JOINT LAYOUT PLAN SHALL BE PROVIDED FOR REVIEW AND APPROVAL BY CITY OF AUSTIN STREET AND BRIDGE DEPARTMENT PRIOR TO CONSTRUCTION. AFTER THE JOINT LAYOUT PLAN HAS BEEN APPROVED A SEPARATE PAVING PRE-COM SHALL BE HELD AT THE SITE WITH CONTRACTOR AND STREET AND BRIDGE DEPT ENGINEER TO REVIEW THE PLAN AND DISCUSS THE PAVING SCOPE.
- FOR EXISTING SECTIONS OF MEADOW LAKE BLVD (NORTH AND SOUTH ENDS) WHERE PAVEMENT REPLACEMENT IS TO OCCUR THE FOLLOWING SHALL APPLY TO CURB:
 - CURB TO REMAIN - EXISTING CURB SHALL BE DOWELED INTO THE NEW PAVEMENT WITH #4 12" REBAR 12" LONG AT 12" OC DRILLED AND EPOXIED (6") INTO EXISTING. IF THERE IS SLOUGHING UNDER THE OLD CURB USE CLSM OR LSS TO PATCH.
 - NEW CURB - NEW CURB SHALL BE DOWELED INTO NEW PAVEMENT WITH #4 REBAR 12" LONG AT 12" OC.
 - LP JOINT SHALL BE CONTINUOUS FROM EXISTING TO NEW.
 - HEADER CURBS WITH LANDSCAPING SHALL BE INSTALLED IN THE PROPOSED MEDIANS IN THE NORTHERN SECTION OF MEADOW LAKE BLVD.
 - CURB AND GUTTER WITH 4" THICK SIDEWALK PAVING SHALL BE INSTALLED IN THE PROPOSED MEDIANS IN THE SOUTHERN SECTION OF MEADOW LAKE BLVD.

GEOTECHNICAL NOTE:
FOR PAVEMENT DESIGN SEE GEOTECHNICAL REPORT BY M.A. GEOTECHNICAL DATED 4/22/16 AND PAVEMENT ADDENDUM DATED JULY 9, 2018.

SITE PLAN APPROVAL	SHEET 17 OF 73
FILE NUMBER: C8-2019-0080.1B.SH	APPLICATION DATE: 4/11/18
APPROVED BY COMMISSION ON: _____	UNDER SECTION 112 OF
CHAPTER 25-5 OF THE CITY OF AUSTIN CODE.	
EXPIRATION DATE (25-5-81, LDC)	CASE MANAGER: DANIELLE GUEVARA
PROJECT EXPIRATION DATE (OED #97905-A)	DWFP _____ DDZ _____
Director, Development Services Department	ZONING: NA
RELEASED FOR GENERAL COMPLIANCE:	
Rev. 1: _____	Correction 1: _____
Rev. 2: _____	Correction 2: _____
Rev. 3: _____	Correction 3: _____
Final plan must be recorded by the Project Expiration Date, if applicable. Subsequent Site Plans which do not comply with the Code current at the time of filing, and all required Building Permits and/or a notice of construction (if a building permit is not required), must also be approved prior to the Project Expiration Date.	

REVISION DESCRIPTION

REV. NO.	DATE	BY

SCALE: 1" = 5'

DUNAWAY UDC

Texas Firm No. F-1114
TDPLS Firm No. 10065900
5707 Southwest Parkway
Building 2, Suite 250
Austin, TX 78735
Phone: 512-306-8252

MEADOW LAKE BLVD STREET EXTENSION
CIP# 6319.014

TYPICAL SECTIONS
MEADOW LAKE BLVD

STATE OF TEXAS
JUNE ROUTH
64918
LICENSED PROFESSIONAL ENGINEER
June Routh
5/6/2021

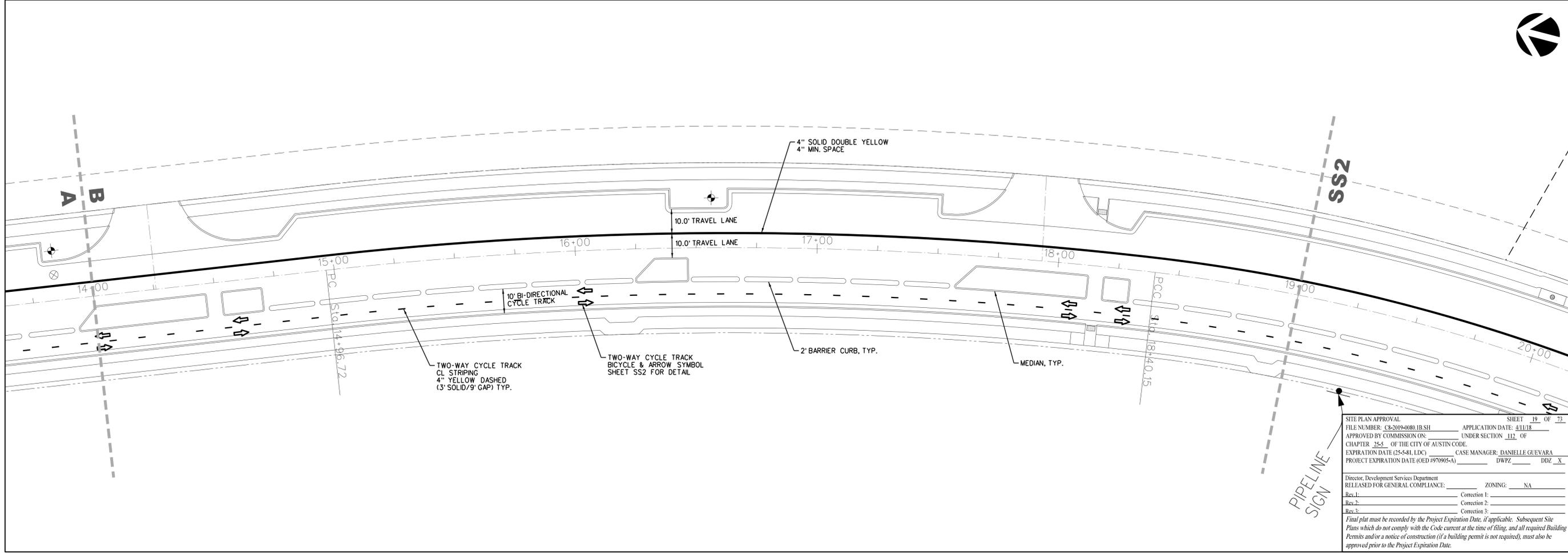
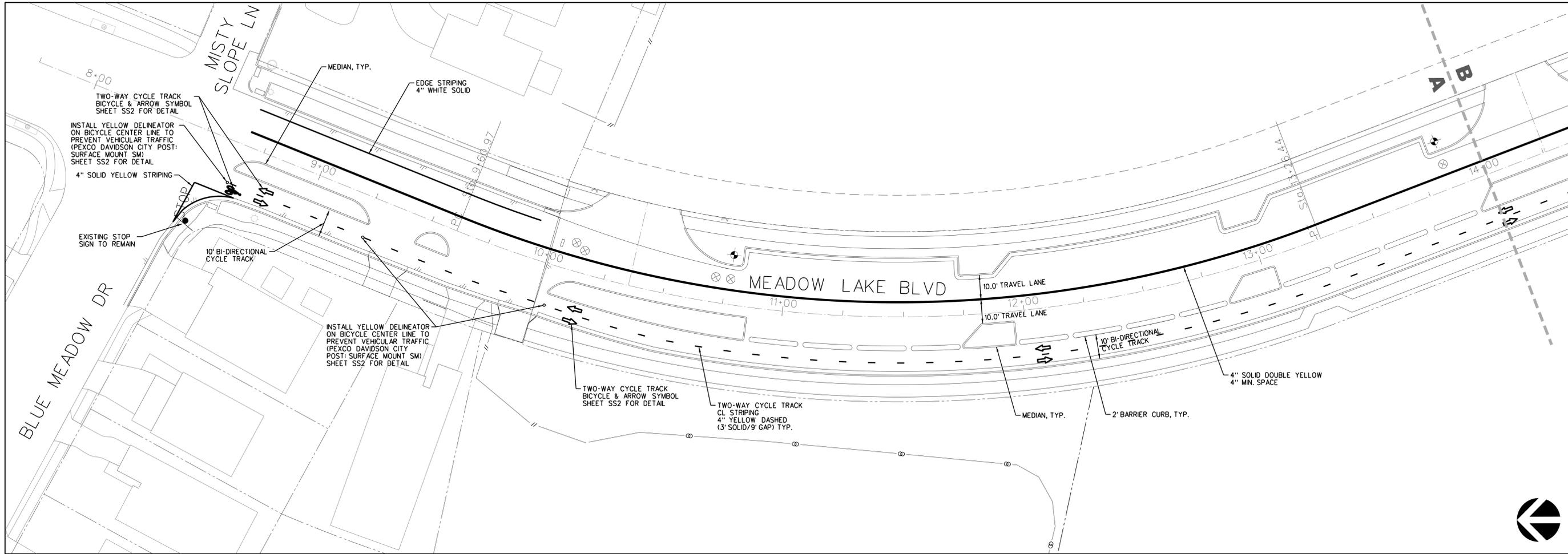
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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

S4

UDG JOB NO. 17-935

C8-2019-0080.1B.SH

SHEET NUMBER 17 OF 73



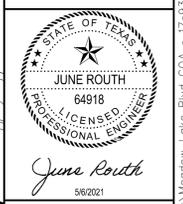
REV. NO.	DATE	BY	DESCRIPTION

SCALE:
1" = 20' H

DUNAWAY UDC
Texas Firm No. F-1114
TDPLS Firm No. 10065900
5707 Southwest Parkway
Building 2, Suite 250
Austin, TX 78735
Phone: 512-306-8252

MEADOW LAKE BLVD STREET EXTENSION
CIP# 6319.014

**STREET STRIPING & SIGNAGE PLAN-
MEADOW LAKE BLVD**



Director, Development Services Department
RELEASED FOR GENERAL COMPLIANCE: _____ ZONING: NA

Rev. 1: _____ Correction 1: _____
Rev. 2: _____ Correction 2: _____
Rev. 3: _____ Correction 3: _____

Final plan must be recorded by the Project Expiration Date, if applicable. Subsequent Site Plans which do not comply with the Code current at the time of filing, and all required Building Permits and/or a notice of construction (if a building permit is not required), must also be approved prior to the Project Expiration Date.

SS1

UDG JOB NO. 17-935

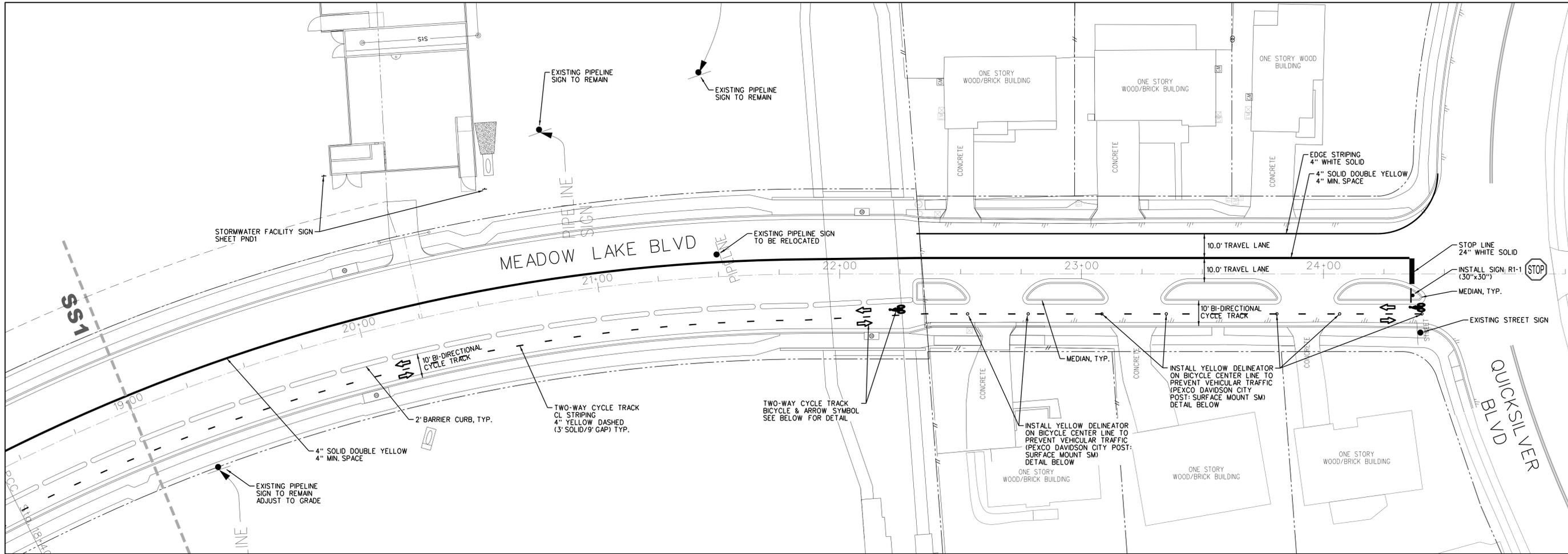
C8-2019-0080.1B.SH

SHEET NUMBER 19 OF 73

SITE PLAN APPROVAL SHEET 19 OF 73
FILE NUMBER: C8-2019-0080.1B.SH APPLICATION DATE: 4/11/18
APPROVED BY COMMISSION ON: _____ UNDER SECTION 112 OF
CHAPTER 25-5 OF THE CITY OF AUSTIN CODE.
EXPIRATION DATE (25-581, LDC) _____ CASE MANAGER: DANIELLE GUEVARA
PROJECT EXPIRATION DATE (OED #979905-A) _____ DWFP _____ DDZ _____ X

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IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

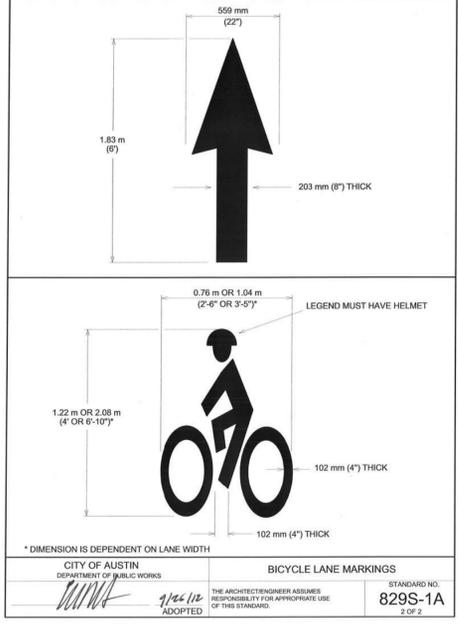
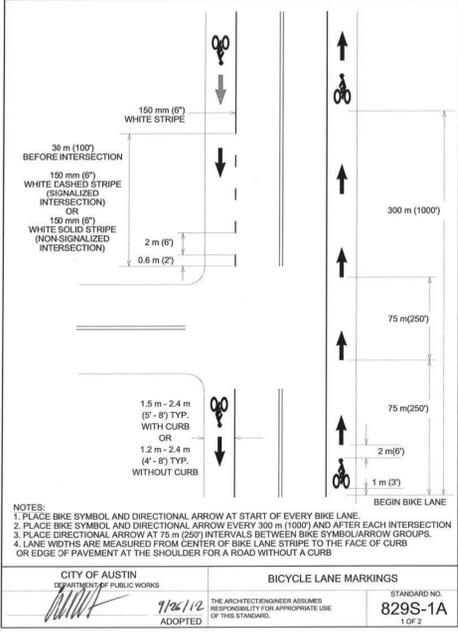
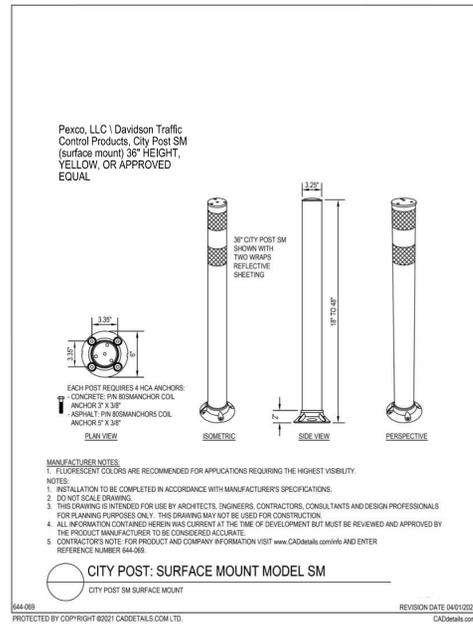
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REV. NO.	DATE	BY	DESCRIPTION

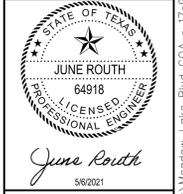
SCALE:
1" = 20' H

DUNAWAY UDC
Texas Firm No. F-1114
TPUS Firm No. 10065900
5707 Southwest Parkway
Building 2, Suite 250
Austin, TX 78735
Phone: 512-306-8252



MEADOW LAKE BLVD STREET EXTENSION
CIP# 6319.014

**STREET STRIPING & SIGNAGE PLAN
MEADOW LAKE BLVD**



SITE PLAN APPROVAL	SHEET 20 OF 73
FILE NUMBER: C8-2019-0080.1B.SH	APPLICATION DATE: 4/11/18
APPROVED BY COMMISSION ON: _____	UNDER SECTION 112 OF
CHAPTER 25-5 OF THE CITY OF AUSTIN CODE.	
EXPIRATION DATE (25-5.81, LDC)	CASE MANAGER: DANIELLE GUEVARA
PROJECT EXPIRATION DATE (OED #979905-A)	DWFZ DDZ X
Director, Development Services Department	ZONING: NA
RELEASED FOR GENERAL COMPLIANCE:	
Rev. 1: _____	Correction 1: _____
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SS2

UDG JOB NO. 17-935

C8-2019-0080.1B.SH

SHEET NUMBER 20 OF 73

\\Server\Data\Drive V\Projects\Meadow Lake Blvd COA - 17-935\CAD\Plans\Construction\Plans\MLB-S-SS2.dgn 5/6/2021



**COUNTY of GALVESTON
LEGAL DEPARTMENT**

COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR GALVESTON, TEXAS 77550

**ROBERT B. BOEMER
Director**

**BARRY C. WILLEY
MYRNA S. REINGOLD**

**PAUL A. READY
BEVERLY WEST**

July 12, 2016

Attn: Christopher Coppola,
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088

**Via Certified Mail, R.R.R.,
7011 1570 0000 2996 4044**

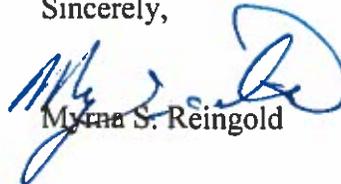
Re: One fully executed original of Interlocal Cooperation Agreement between the City of Austin and the County of Galveston is enclosed

Dear Mr. Coppola,

Enclosed please find a fully executed Original of the Interlocal Cooperation Agreement between the City of Austin and the County of Galveston regarding sheltering in the event of a disaster.

Thank you for your help in coordinating the agreement.

Sincerely,



Myrna S. Reingold

Enclosure



**INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN THE CITY OF AUSTIN AND GALVESTON COUNTY FOR
SHORT-TERM SHELTERING DURING A MANDATORY EVACUATION**

This Agreement is entered into by and between the City of Austin, Texas (“Austin”), a home rule municipality and the County of Galveston, Texas (“County”), a political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act (“Act”), Chapter 791, Texas Government Code, the Texas Disaster Act of 1975, Chapter 418, Texas Government Code, and Chapter 421, Texas Government Code (“Homeland Security”).

WITNESSETH

WHEREAS, the City of Austin has, at the request of the State of Texas, developed and implemented a regional Capital Area Hurricane Evacuation Shelter Hub Plan (“Shelter Hub Plan”) to receive evacuees from the Texas Gulf Coast;

WHEREAS, the State of Texas has requested that this Shelter Hub Plan accommodate evacuees with transportation needs from pre-designated municipalities and counties including Galveston County;

WHEREAS, the City of Austin activates that plan when requested by the State and coordinates shelter hub operations involving multiple counties, municipalities, school districts and other responding entities to accommodate general population evacuees;

WHEREAS, Galveston County desires to have adequate emergency response provisions in place in the event of a declared state of emergency, disaster, and/or mandatory evacuation;

WHEREAS, Galveston County intends to evacuate and transport approximately 1,000 residents with transportation needs from these municipalities and unincorporated areas, and transport them to mass care shelters; and

WHEREAS, Austin intends to provide short-term shelter for these Galveston County residents subject to the terms and conditions as specified in this Agreement.

NOW THEREFORE, the City of Austin and Galveston County agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

A. COUNTY OF GALVESTON

Galveston County shall be responsible for providing or securing transportation for a maximum of 1,000 individuals seeking transportation to and from Austin during mandatory evacuation, including the families of the bus drivers. Galveston County will use its best efforts to provide bus transportation at the shelter location(s) to assist in transporting individuals within the City of Austin.

Transported individuals will be allowed to bring pets, subject to certain conditions. Galveston County will use its best efforts to require and/or provide animal carriers and animal supplies.

Galveston County agrees that the sheltering is for general population evacuees, which may include evacuees with medical and functional needs. Galveston County does not intend to transport individuals requiring care in an institutional setting or in a medical shelter to Austin under this Agreement.

The municipalities in Galveston County, by separate agreement with Galveston County, will with assistance from the State of Texas 2-1-1 Registry Program, identify City residents who seek transportation, including those individuals with medical needs, and will be responsible for loading passengers onto buses at their pre-designated pickup points. The County and Cities will provide travel supplies, if necessary. The County and Cities also will provide 35 County and City employees to accompany evacuees to Austin and to assist at the shelter(s). Staff support to be provided by the County and Cities will increase or decrease commensurate with the evacuee population, at the ratio of approximately one staff person per 50 evacuees.

Galveston County, by agreement with The University of Texas Medical Branch or other appropriate organization of medical care providers, will provide an emergency medical team for the triage of evacuees prior to departure from the departure hub and will provide for the transport of necessary evacuee' medical supplies and equipment.

The City of Austin will not provide dedicated City staff for the care of evacuees enroute to the shelter or after departure from the Shelter (i.e., in transit to and from the shelter).

Within 60 days of the execution of this Agreement, and by April 1 of each year in which this Agreement is in effect, Galveston County will use its best efforts to provide Austin a numerical summary of persons expected to be sheltered under this Agreement for the purpose of pre-planning only. The summary shall show the categories of evacuees (e.g. general population, county and city personnel and families, Medical and Functional Needs, caretakers, etc.), the number in each category, and residential origin.

Austin and Galveston County agree that the evacuation and sheltering of evacuees is subject to the Americans with Disabilities Act of 1990.

Galveston County will use its best efforts to educate all residents seeking transportation to bring bedding, toiletries, prescription medication, and necessary mobility devices.

Galveston County agrees that should there be a need to shelter its residents after the termination of an evacuation order and Galveston County can open its own shelters, it will do so as soon as possible and take back evacuees sheltered in Austin under this Agreement on a first-priority basis.

Galveston County may provide certain services and resources delineated in this Agreement through cooperating entities as described in the State of Texas Hurricane Evacuation and Mass Care Plan, and in the Galveston County Cooperative Emergency Management Plan.

Galveston County agrees to cooperate with Austin in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement.

B. CITY OF AUSTIN

Austin shall provide short-term mass care sheltering, to not exceed five (5) calendar days, for a maximum of 1,000 Galveston County residents requiring transportation by the County to the Austin shelter(s). Galveston County will be responsible, with assistance from Austin, for obtaining midterm housing for any evacuees who cannot return home within five (5) calendar days. Austin will operate shelter facilities and arrange for mass feeding and other appropriate support, either directly or through other entities as described in the Shelter Hub Plan. Austin reserves the right to determine the number and location of shelter facilities. Austin will use its best efforts to locate Galveston County residents in one shelter or in multiple shelters located in the same general vicinity. Austin will have sole authority to coordinate and implement these activities.

Austin will use its best efforts to provide necessary care for individuals who require medical and functional needs support services.

Austin will coordinate and provide shelter and necessary care including supplies for all transported pets. Austin will use its best efforts to locate animal shelters next to evacuation shelters.

Austin may provide certain services and resources delineated in this Agreement through cooperating entities as described in the Shelter Hub Plan.

II. COSTS

Galveston County and Austin shall be solely responsible for the planning, support, and all aspects of the operation of the services respectively performed by each one and contemplated by this Agreement, including all legal and financial obligations without limitation, including those of their employees and agents. Each Party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this Agreement. Each Party hereunder agrees that its' obligations shall be paid from its' current revenues.

III. MANAGEMENT OF SERVICES:

Galveston County will use its best efforts to provide Austin sufficient advance notice of Galveston County's intent to declare a mandatory evacuation of all or portions of the County. The Galveston County Judge or the County Judge's designee shall be responsible for communicating the County's intent to implement this Agreement. Galveston County will provide Austin timely notice of the number of buses and individuals being transported, and the estimated time of arrival.

The Parties will adopt procedures by which the Parties will communicate, coordinate and implement actions and responsibilities relating to the performance of this Agreement. The Parties agree to conduct an annual evaluation of the procedures so that a more efficient and effective operation may be achieved.

In the event that extraordinary or major modifications to the terms of this Agreement are necessary during the performance of this Agreement, direct communications shall be undertaken between the Galveston County Judge and the Austin City Manager to establish the modifications. Minor modifications shall be accomplished through the designated contract administrators.

IV. TERM OF AGREEMENT

The initial term of this Agreement shall commence on June 1, 2016 (Effective Date) for a 12-month term and end on May 31, 2017. This Agreement will automatically renew on the anniversary date (each June 1st) for up to four (4) subsequent 12-month renewal terms unless either party gives written notice of its intent not to renew no later than March 15th in the year of the current term.

V. LIABILITY; NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and the laws of the State of Texas, the Parties agree that each shall be responsible for its own actions and those of its officials, employees, and representatives pursuant to and within the scope of this Agreement or amendment hereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's officials, employees or representatives while in any manner furnishing services hereunder. Each Party to this Agreement expressly waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, not due to the negligence, fraud, or illegal conduct of the other Party.

It is expressly understood and agreed that under this Agreement neither Party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

In providing services under this Agreement, Austin is furnishing homeland security services and shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421.062 of the Government Code.

VI. MUTUAL AGREEMENTS

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification of, or waiver of, any right under this Agreement will be effective unless it is evidenced in writing executed by an authorized representative of each party to this Agreement.

B. Relationship to other Agreements. This Agreement enhances emergency management planning between the Parties, and does not supersede or negate any other agreements heretofore entered into between the Parties or between the City of Austin and the County of Galveston.

C. Severability. The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

D. State Law and Venue Determination. This Agreement shall be subject to and governed under laws of the State of Texas. All Local, State and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement. The Parties agree that venue for the purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from the Austin shelters shall be in Travis County, Texas.

E. Paragraph headings. The captions, numbering sequences, titles, paragraph headings, punctuations, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

F. Understanding, Fair Construction. By execution of this Agreement, the Parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.

G. Notice. Any notice required to be given hereunder shall be in writing and delivered to the addresses and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided herein may be changed at any time on prior written notice.

Austin: Marc Ott, City Manager (or his successor),
City of Austin
P.O. Box 1088
Austin, Texas 78767-1088

Galveston County: Mark Henry, County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to: Robert Boemer, Director
Galveston County Legal Department
722 Moody, 5th Floor
Galveston, Texas 77550

H. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

I. Administration and Activation. This Agreement shall be administered by the appropriate persons, on behalf of the City of Austin and the County of Galveston, as appointed by them to perform such duties. Each Party paying for the performance of governmental functions or services under this Agreement, agrees that it will make those payments from current revenues available to the paying Party and represents that there are sufficient current revenues to make such payments. The Parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations.

THE PARTIES UNDERSTAND THAT THE AGREEMENTS MADE HEREIN WILL BE UNDERTAKEN DURING A TIME OF GRAVE PUBLIC EMERGENCY, THAT THE PARTIES' OBLIGATIONS ARE EXPRESSLY SUBJECT TO ALL ORDERS ISSUED BY LAWFUL AUTHORITY, THAT VEHICLES AND SHELTERS MAY BE DIVERTED OR DELAYED DEPENDING ON THE CONDITIONS AT THE TIME, AND THAT THE PARTIES CAN ONLY AGREE TO USE THEIR BEST EFFORTS TO FULFILL THIS AGREEMENT.

J. Certification. The UNDERSIGNED PARTIES do hereby certify that, 1) the responsibilities specified above are properly within the statutory functions and programs of the Parties to this AGREEMENT; that 2) the Parties hereto are legally authorized to perform the required duties of the AGREEMENT; and 3) this AGREEMENT has been duly authorized by the governing body of the LOCAL GOVERNMENT.

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts each of which shall be deemed to be an original, to be effective on the date specified herein

COUNTY OF GALVESTON, TEXAS,

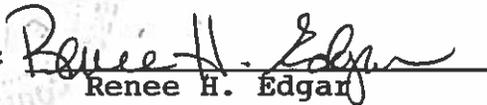
By:


Mark Henry,
Title: County Judge

7/5/2016
Date Signed

Attest:


Dwight D. Sullivan, County Clerk

By:  Deputy
Renee H. Edgar

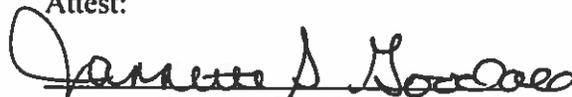
CITY OF AUSTIN, TEXAS,

By:


Marc A. Ott,
Title: City Manager

6/14/16
Date Signed

Attest:


Jannette Goodall, City Clerk